

**CITY OF FAIRFIELD**

**RESOLUTION NO. 2016 - 50**

**RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AN ON-CALL CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF FAIRFIELD AND STANTEC CONSULTING SERVICES, INC. (STANTEC) FOR ELECTRICAL ENGINEERING SERVICES AND TECHNICAL ASSISTANCE AND ESTABLISHMENT OF AN OPEN PURCHASE ORDER FOR THOSE SERVICES**

**WHEREAS**, the City requires the services of a licensed electrical engineer to provide on-call services; and

**WHEREAS**, Stantec Consulting Services Inc. has represented and proven by way of past work with the City that they are qualified to perform such service; and

**WHEREAS**, the term of the agreement shall be for three (3) years from the effective date of the contract, with the ability to extend the agreement for two (2) additional one year terms upon mutual consent of CONSULTANT and CITY's Public Works Director.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:**

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Fairfield the Agreement with Stantec Consulting Services, Inc. for electrical engineering and technical assistance up to \$100,000 per year.

Section 2. The Public Works Director is hereby authorized to implement the above mentioned Agreement.

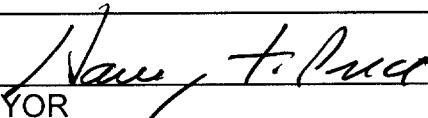
**PASSED AND ADOPTED** this 15th day of March 2016, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE

  
MAYOR

ATTEST:  
  
CITY CLERK  
pw

## **CONSULTANT SERVICES AGREEMENT**

### **Electrical Engineering On-Call Service Contract**

THIS AGREEMENT is made at Fairfield, California, as of March 23, 2016, by and between the City of Fairfield, a municipal corporation (the "CITY") and STANTEC CONSULTING SERVICES INC. ("CONSULTANT"), who agree as follows:

1) **SERVICES**. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) **PAYMENT**. CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) **FACILITIES AND EQUIPMENT**. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) **GENERAL PROVISIONS**. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) **INSURANCE REQUIREMENTS**. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) **EXHIBITS**. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

7) **TERM**. This agreement shall be for three (3) years, with the ability to extend the agreement for two (2) additional one year terms upon mutual consent of CONSULTANT and CITY's Director of Public Works.

City of Fairfield, a municipal corporation

By: 

**David A. White**  
**City Manager**

*DM*

STANTEC CONSULTING SERVICES INC.

By: 

**LONG HUANG, PE**

# Exhibit A



**Stantec**

3017 Kilgore Road Suite 100, Rancho Cordova CA 95670-6150

February 18, 2016

Fred Beiner  
City of Fairfield  
1000 Webster Street  
Fairfield, CA 94533

Dear Mr. Beiner,

**Reference: Proposal for Electrical Engineering On-Call Services Contract**

Stantec is pleased to have this opportunity to submit our proposal for professional services for the City of Fairfield On-Call Contract for Electrical Engineering.

Stantec offers the expertise, depth and experience, and allied resources to respond quickly and efficiently to a variety of project requirements. Having demonstrated our electrical design abilities to the City while engaged in our previous contracts, we are delighted at the prospect of continuing and expanding our relationship.

Our electrical engineering team will be led by Long Hoang, PE. Long will serve as client liaison and project manager to work seamlessly with the City. He brings over 20 years of electrical engineering experience with small to large complex projects. Long was lead electrical engineer and project manager for the City of Fairfield City Parks Lighting Project.

Stantec has extensive experience with "On-Call" Professional Services contracts. Our on-call client list includes the County of Sacramento, the City of Sacramento, Kaiser, the University of California - Davis, the California Department of Parks and Recreation, the California Department of General Services, and the U.S. Army Corps of Engineers. In addition, as a result of repeat contracts, we have worked on an "On-Call" basis for 20 years with the County of Sacramento, the California Department of Corrections and Rehabilitation, and Aerojet-Rocketdyne.

Thank you for your consideration. If you have any questions regarding information in this proposal, please contact the undersigned.

Regards,

**Stantec Consulting Services Inc.**

A handwritten signature in black ink, appearing to read "Long Hoang", written over a horizontal line.

Long Hoang, PE  
Senior Associate  
Phone: (916) 384-0774  
Fax: (916) 861-0430  
long.hoang@stantec.com

Attachment: Rate Table



**Stantec Consulting Services Inc.**  
**Hourly Rates**  
Effective January 2016

Principal	\$252.00 / hr
Senior Engineer	\$196.00 / hr
Engineer	\$161.00 / hr
Engineering Designer	\$137.00 / hr
Engineering CAD	\$118.00 / hr
Clerical	\$92.00 / hr
Subconsultants and reproductions	Cost + 10%
Mileage	Current Federal Mileage Rate

## 1. Location of Office

Stantec has been active in Sacramento and the Central Valley for over 60 years. Our professional staff strives to be an active participant in the communities where we live and work. In addition to our Rancho Cordova office, Stantec has two other local offices located in Downtown Sacramento and Rocklin.

Stantec Consulting Services Inc.  
3017 Kilgore Rd  
Rancho Cordova, CA 95670  
Tel: (916) 861-0400  
Fax: (916) 861-0430

## 2. No. of Years in Practice

The Stantec community collaborates across disciplines and industries to make buildings, infrastructure, and energy and resource projects happen. Our work—professional consulting in planning, engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, project management, and project economics—begins at the intersection of community, creativity, and client relationships.

Since 1954, our local strength, knowledge, and relationships, coupled with world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative, personalized ways. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe. We're active members of those communities, which is why at Stantec we design with community in mind.

The services provided by our Sacramento offices include electrical engineering, architecture, mechanical engineering, structural engineering, planning, land development, drainage and flood control engineering, environmental management, environmental remediation, water supply and wastewater engineering, landscape architecture, and construction administration.

## 3. Qualifications and Experience of Management and Key Staff

Whether a project involves power, lighting, communications, life safety systems, controls, or process, electrical engineering is an essential element of facilities design. Our Electrical Engineering Group has extensive experience in providing engineering services as part of on-call, multiple assignment projects. Our electrical engineers bring decades of experience in the design of buildings for all types of projects, from correctional/justice facilities, airports, and parks and recreation, to 24/7 operations centers, technology suites in public schools, and medical facilities. The goal on each of our projects is safety, energy efficiency, and dependability.

We operate as one team sharing a wealth of knowledge and experience across the company. Embracing innovation, we recognize the constant evolution of technology and we offer progressive industry knowledge for every project. We are familiar with and regularly apply the requirements of the State of California, Title 24, Energy Efficiency Standards.

### The Electrical Engineering Group's Experience Includes:

- Low- and High-Voltage Power Systems
- Site and Interior Lighting Systems
- Application of LEED and USGBC practices
- Fire Alarm Systems
- Communication Systems
- Street and Roadway Lighting/Traffic Signals
- Lighting Control and Energy Management Systems
- Standby Power Generation
- Instrumentation
- Computer Installations and Data Centers

Stantec has the in-house capabilities and staff resources to provide the City of Fairfield with the appropriate electrical engineering skill for all types of facility repair, remodeling and new design for projects under this on-call contract. With this level of capability and experience, we at Stantec are very interested in continuing and building on our association with the City of Fairfield through this project. We are proud of the fact that the majority of our ongoing work comes to us from previous clients and believe strongly in a personal "hands on" approach

to working with every client to effectively meet their needs.

Our team of electrical engineers has provided site investigations, technical studies, preliminary and final construction documents, and specifications for a wide range of projects including building additions, repairs, alterations and site improvements.

Our staff has significant experience with on-call contracts and can work on a wide range of projects sizes with various levels of complexity.

Stantec has on-going experience in the performance of on-call contracts for Federal, State and Local governmental agencies, as well as the private industry. The following is a partial list of our on-call services clients served from our Sacramento area offices:

**Federal:**

- USDA, Forest Service
- Corps of Engineers
- Defense Distribution Region West
- Travis AFB
- Beale AFB

**State:**

- California Department of Corrections and Rehabilitation
- California Department of Parks and Recreation
- California Department of General Services
- University of California, Davis

**Local:**

- County of Sacramento
- City of Sacramento

**Private:**

- Aerojet-Rocketdyne
- Pacific Gas and Electric

### 3a. Knowledge of CSI and AIA Formats

Our plans and specifications are prepared following CSI and AIA formats and practices or utilizing the client's standard specifications and drawings. As indicated in our resumes and project descriptions, Stantec provides electrical engineering services to a wide variety of clients for a wide variety of project types. This requires us to adapt to the standards and codes of various local agencies. As we work with each individual client, we continuously monitor the requirements of that agency to be certain our designs are in compliance. Stantec also maintains the latest building and fire codes on our company-wide Intranet system.

### Quality Assurance/Quality Control

As an ISO 9001:2008 Certified company, Stantec employs a strict peer review quality assurance (QA) program that begins at project commencement and continues throughout the life cycle of a project. The QA program is designed to reduce the potential for errors while providing a systematic review of all facets of a project. This formalized project management and review system results in quality project deliverables.

## 4. Recent On-Call Experience

### On-Call Electrical Engineering Services, 2012 - 2014, County of Sacramento, California

**Scope of Work:** In response to the County of Sacramento's Request for Qualifications for Future Projects in 2011, Stantec received an agreement for On-Call Electrical Engineering Services. As a result of this agreement, Stantec has provided electrical engineering services for various County facilities. The work included site investigations, power, lighting, and lighting controls for remodels of existing buildings, lighting retrofits, grounding systems and construction support services. Authorizations are listed below:

Authorization #1 - Remodel of County Administration Building

Authorization #2 - Replace Battery Systems - DTECH Building

Authorization #3 - Permit Counter Remodel

Authorization #4 - DTECH Replace Battery Systems

Authorization #5 - DOT Relocation

Authorization #6 - Mental Health Remodel

Authorization #7 - DOT Relocation

Authorization #8 - Lighting Retrofit Projects

Authorization #9 - KLF Replace Diesel Fuel Tank Grounding System

**Construction Cost:** Approximate total of \$750,000

**Year Bid:** 2012 - 2014

### DTECH Generator Replacement, County of Sacramento, California

**Scope of Work:** The DTECH Building is a central computer operation facility for the County. The building contains three 2,220 HP, 1,500 KW generators, and one 235 HP fire pump that did not meet Sacramento Metropolitan Air Quality Management District (SMAQMD) standards. Under a separate contract, the County replaced the fire pump. The generator replacement project included an analysis

of the existing system electrical loads to determine how many of the generators to replace, replacing the three 1,500 KW generators with two new 1,500 KW generators that comply with SMAQMD, and the related architectural and mechanical and structural work to accommodate the generator replacement. Stantec provided architectural and electrical, mechanical, and structural engineering service for the preparation of construction documents to replace the existing generators. Stantec's work included site investigation, preparation of plans, specifications and an opinion of probable costs, and construction support services.

**Construction Cost:** \$1,575,000

**Year Bid:** 2010

#### On-Call Authorizations (Prior to 2012), County of Sacramento, California

**Scope of Work:** For more than 15 years, Stantec has provided electrical engineering services on an as-needed basis as part of a retainer contract with the Architectural Services Division. As part of this contract, our staff has provided site investigations, studies, plans, specifications and estimates for a broad range of county facilities, from the District Attorney's office and the County Courthouse to Juvenile Hall and the Kiefer Landfill. A portion of the projects are listed below.

- Sheriff's Administration Building Server Room Electrical Upgrades
- DA Offices, Marconi and Stockton Boulevard, Lighting Systems Studies
- RCCC Fence Project Management and PAS Project Management
- Keifer Landfill Improvements Design
- Juvenile Hall Electrical Upgrades Design and Security Lighting
- Executive Airport Building Lighting Upgrades
- DHA Fire Alarm and Gate Construction Review
- General Services Warehouse HVAC Upgrades
- DRR Tenant Improvement Construction Review
- Thornton/Morgan Generators Upgrades Design
- DHHS 4875 Broadway Electrical Upgrades and Load Study
- Main Jail Security Upgrades HVAC Design
- Granite Park Tower #3 Plan Check
- Animal Care ISO Kennel Plan Check
- DHS Pharmacy Plan Check
- DHA 28th Street Remodel Construction Review
- Voters Registration Upgrade
- Sacramento International Parking Lot Plan Check
- OB III Computer Study and Upgrades Design
- Central Plant Emergency Cooling Plan Check
- Lan/Wan Load Study – 7 buildings
- Criminal Justice Plan Check

**Construction Cost:** approximate 10,000 to \$1,000,000

**Year Bid:** 1994-2011

#### University of California, Davis, On-Call Work, Davis, California

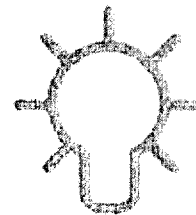
**Scope of Work:** Stantec provided electrical and mechanical engineering services in support of the University of California, Davis, Design and Construction Management architectural staff. The work was performed as part of an Executive Design Professional Agreement - Blanket with the University. Projects were authorized and negotiated on an individual project bases.

Electrical Engineering services were provided for various projects on and off the UC Davis Campus. Projects included a new Consumer Education Pavilion at the Tulare site, a new EFEA Boat House adjacent to Walker Hall, an electrical load study of the Campus fire and police department building, lighting upgrades to the Lower Hickey Gym, and site lighting power and communication for the Advanced Transportation Infrastructure Research Center (ATIRC). In addition, Stantec provided concept plans and documents for the design-build, Phase 2 of the Advanced Transportation Infrastructure Research Center (ATIRC).

Electrical work on these projects included field reviews of existing facilities, interior and exterior lighting and lighting controls, emergency and normal power distribution systems, and fire alarm systems. Stantec prepared plans, specifications, opinions of probable construction costs, and construction support services for the electrical work. All work was done in accordance with the design standards and the standard specifications of UC Davis.

**Construction Cost:** Varies

**Year Bid:** Ongoing



Let there be light. And power. And security. And communications. All of these essential functions rely on the competence of your electrical engineer.

## **EXHIBIT "B"**

### **PAYMENT**

- 1) The cost for services rendered by CONSULTANT under this Agreement shall be based on CONSULTANT's current hourly rates, attached with Exhibit A. Billings shall include the number of hours expended by each of the CONSULTANT's employees, plus reimbursables such as postage, delivery, reproduction, etc. Reimbursables shall be itemized on the billings. CONSULTANT shall provide an hourly rate fee schedule on an annual basis. Total payment for consulting services shall not exceed \$100,000 per year.
- 2) Payment shall be made to CONSULTANT on a time and materials basis.
- 3) CONSULTANT shall submit invoices to CITY, Attention: Fred Beiner and CITY shall pay CONSULTANT within 30 days of receiving a proper invoice.



## **EXHIBIT "C"**

### **GENERAL PROVISIONS**

1) **INDEPENDENT CONSULTANT.** At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) **LICENSES; PERMITS; ETC.** CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) **TIME.** CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

4) **CONSULTANT NOT AN AGENT.** Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) **ASSIGNMENT PROHIBITED.** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) **PERSONNEL.** CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) **STANDARD OF PERFORMANCE.** CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall hold harmless, defend and indemnify the CITY, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in subsection (a) above, to the fullest extent allowed by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

CONSULTANT'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

11)PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12)LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13)CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14)EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT'S federal tax identification number.

## EXHIBIT "D"

### INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

#### 1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

#### 2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- ☒ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Fidelity / Crime / Dishonesty Bond in the minimum amount of \$\_\_\_\_\_
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$\_\_\_\_\_.

### 3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.